

RECORDATION NO. 23637-A FILED

SEP 05 '01 3-80 PM

**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

August 31, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease Agreement, dated as of August 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number \_\_\_\_\_.

The names and addresses of the parties to the enclosed document are:

Assignor: Railcar, Ltd.  
1819 Peachtree Road, N.E., Suite 425  
Atlanta, Georgia 30309-1847

Assignee: The Andersons, Inc.  
480 West Dussel Drive  
Maumee, Ohio 43537

A description of the railroad equipment covered by the enclosed document is:

Nineteen (19) locomotives and one slug unit attached hereto

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Mr. Vernon A. Williams  
August 31, 2001  
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A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease Agreement.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

## DESCRIPTION OF UNITS

### **Group 1:**

Description and quantity: one (1) SD-40 locomotives.

Locomotive Marks and Numbers: NECR 5032.

"Purchase Price": \$265,000 per locomotive

### **Group 2:**

Description and quantity: <sup>SIX (6)</sup>~~seven (7)~~ GP-40-1-CU locomotives.

Locomotive Marks and Numbers: MNA 4012-4015 inclusive; ISRR 4037 and 4042.

"Purchase Price": \$182,500 per locomotive

### **Group 3:**

Description and quantity: nine (9) SW-1200 locomotives.

Locomotive Marks and Numbers: SCRE 8; MS 73; VCRR 100 and 1200; MNA 751; SGVY 998 and 999; GSWR 1208 and 1237.

"Purchase Price": \$115,000 per locomotive

### **Group 4:**

Description and quantity: two (2) GP-38-2 locomotives.

Locomotive Marks and Numbers: CORP 3819; DGNO 3833

"Purchase Price": \$275,000 per locomotive

### **Group 5:**

Substituted for destroyed SD-40 locomotive NECR 5033

Description and quantity: one GP-38 control and one slug unit

Locomotive Marks and Numbers: GSWR 3813 and GSWR 4167

Substituted for Purchase Price of destroyed unit \$275,000

**MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT**

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT (the "Assignment") is made and entered into as of August 31, 2001, by and between Railcar, Ltd., ("Assignor") and The Andersons, Inc. ("Assignee"); and

Assignor, Railcar, Ltd., as Lessor, RailTex, Inc. as Lessee and RailAmerica, Inc. as Guarantor have heretofore entered into that certain Master Lease Agreement dated as of December 28, 2000, and Schedule No. 1 executed pursuant thereto (the "Lease") pertaining to the locomotive equipment described therein (the "Locomotives"). The Memorandum of Lease Agreement with respect to the Lease was filed on \_\_\_\_\_, 20\_\_\_\_ with the Surface Transportation Board (formerly known as the Interstate Commerce Commission) pursuant to 49 U.S.C. §11301.

Concurrently herewith, Assignor has assigned to Assignee all right, title and interest of Assignor in and to the Locomotives and the Lease; and the parties desire to effect the assignment of the rights of Assignor under the Memorandum of Lease Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the Lease; and Assignee accepts such assignment.

This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one and the same assignment.

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SEP 05 '01 9:00 AM

SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment of Lease Agreement to be executed as of the date first above written.

ASSIGNOR:

RAILCAR, LTD.

By: Jeff Edelman

Printed Name: Jeffrey Edelman

Title: VP FINANCE

STATE OF GEORGIA )

COUNTY OF FULTON ) SS:

Before me, a Notary Public, in and for said county and state, personally appeared Jeff Edelman, the V.P. of Finance of Railcar, Ltd., who acknowledged that he being thereunto duly authorized, did sign the foregoing instrument in behalf of said corporation and by authority of its board of directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Atlanta, Georgia this 30<sup>th</sup> day of August, 2001.

Aline Riley  
Notary Public  
My commission expires:

**Notary Public, Cobb County, Georgia.  
My Commission Expires June 28, 2005.**

ASSIGNEE:

**THE ANDERSONS, INC.**

By: Gary L. Smith

Printed Name: Gary L. Smith

Title: Vice President, Finance and Treasurer

STATE OF OHIO )

COUNTY OF LUCAS ) SS:

Before me, a Notary Public, in and for said county and state, personally appeared Gary L. Smith, the Vice President, Finance and Treasurer of The Andersons, Inc., an Ohio corporation, who acknowledged that he being thereunto duly authorized, did sign the foregoing instrument in behalf of said corporation and by authority of its board of directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Maumee, Ohio, this 30 day of August, 2001.

Elizabeth J. Hall  
Notary Public  
My commission expires:

**ELIZABETH J. HALL**  
**Attorney at Law**  
Notary Public - State of Ohio  
My Commission has no Expiration Date  
Section 147.03 O.R.C.

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Locomotive Marks and Numbers: MNA 4012-4015 inclusive; ISRR 4037 and 4042.

"Purchase Price": \$182,500 per locomotive

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